

SAPC 4150
Copy 3 of 3

OGC Has Reviewed

27 February 1956

MEMORANDUM FOR: Director of Administration, PCS/DCI

SUBJECT : Project AQUATONE

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1. I am returning [REDACTED] memorandum of 20 January and the carbon copy of agreement of employment which you furnished me today. Based on my review of this agreement and the facts furnished me, it is my impression that the basic objectives of Section 12 could be stated as follows:

(a) To inform the employee that he has a right to expect free medical care during his overseas tour regardless of cause of the injury or illness.

(b) To require the employee to submit to physical examinations and inoculations to insure the state of his health.

(c) Not stated but clearly an objective as indicated in the recitals and by you orally is the desire that the employee shall, to the extent possible, keep himself in good physical condition and receive proper treatment for any illness or injury. As a corollary of this objective it is also apparently the desire to restrict the employee from attempting to secure medical care at outside facilities at least to the extent of requiring prior approval by the company.

2. To meet the above objectives I suggest as a starting point the following language:

"The employee shall submit to such physical examinations, vaccinations and inoculations as the company shall direct from time to time and at no expense to the employee. There shall be furnished to the employee to the extent of available facilities, and through arrangements to be made by the company, such medical, dental, surgical, nursing, and hospital treatment, preventative or curative, as the company's medical staff (or medical examiners appointed by the company) may from time to time determine to be necessary or desirable and at no expense to the employee. The employee for

security reasons shall not seek or undergo any medical, dental, surgical, nursing or hospital treatment, whether preventative or curative, without securing prior approval of the company's medical staff. Failure to comply with this requirement or inability of the employee to meet the health and physical standards of the company will be cause for immediate termination of employment within the meaning of paragraph 'A' of Section 15."

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3. The proposed wording in part appears to me to eliminate some of the arguments advanced by [REDACTED] for requesting malpractice insurance by military surgeons at Government expense. In reviewing the medical situation with Dr. Tietjen it appears that these military surgeons are not in a substantially different position than the surgeons serving at many of our overseas bases. On a factual basis it is certainly not contemplated that a project surgeon would engage in extensive surgery or hospital treatment since he simply would not have the facilities available. It would appear, therefore, that the biggest basis for a possible malpractice suit is thus eliminated. [While we do not deny the possibility of a malpractice suit, we are not aware of sufficient facts at this date which would permit the Agency to authorize expenditures for malpractice insurance on the basis of operational needs or security. It is only these grounds which would authorize the expenditure since normally under Government law and regulations this is the type of expense which is personal to the individual and is not authorized to be expended from appropriated funds.]

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[REDACTED]
Deputy General Counsel

Attachments - 2

Memo from Surgeon to Dir/Admin dtd 20 Feb. 56
Copy of Agreement of Employment

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OGC [REDACTED]

Orig - Addressee Cy 1
1 - Project Chrono (yellow) Cy 2
1 - General Counsel Cy 3